

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN
AND RELATED MOTIONS

Name of Debtor(s): **Paul Daniel Atkinson
Stephanie Annette Atkinson**

Case No: **19-30037-KRH**

This plan, dated January 18, 2019, is:

- the *first* Chapter 13 plan filed in this case.
- a modified Plan, which replaces the
 confirmed or unconfirmed Plan dated ____.

Date and Time of Modified Plan Confirmation Hearing:

Place of Modified Plan Confirmation Hearing:

701 E. Broad Street, Suite xxxx Richmond, VA 23219

The Plan provisions modified by this filing are:

Creditors affected by this modification are:

1. Notices

To Creditors:

Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court.

(1) Richmond and Alexandria Divisions:

The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed.

(2) Norfolk and Newport News Divisions: a confirmation hearing will be held even if no objections have been filed.

(a) A scheduled confirmation hearing will not be convened when:

- (1) an amended plan is filed prior to the scheduled confirmation hearing; or
- (2) a consent resolution to an objection to confirmation anticipates the filing of an amended plan and the objecting party removes the scheduled confirmation hearing prior to 3:00 pm on the last business day before the confirmation hearing.

In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance.

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

A.	A limit on the amount of a secured claim, set out in Section 4.A which may result in a partial payment or no payment at all to the secured creditor	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 8.A	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
C.	Nonstandard provisions, set out in Part 12	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

2. Funding of Plan. The debtor(s) propose to pay the Trustee the sum of \$ 625.00 per month for 60 months. Other payments to the Trustee are as follows:

The total amount to be paid into the Plan is \$ 37,500.00.

3. Priority Creditors. The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

A. Administrative Claims under 11 U.S.C. § 1326.

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10% of all sums received under the plan.
2. Check one box:

Debtor(s)' attorney has chosen to be compensated pursuant to the "no-look" fee under Local Bankruptcy Rule 2016-1(C)(1)(a) and (C)(3)(a) and will be paid \$ 5,223.00, balance due of the total fee of \$ 5,223.00 concurrently with or prior to the payments to remaining creditors.

Debtor(s)' attorney has chosen to be compensated pursuant to Local Bankruptcy Rule 2016-1(C)(1)(c)(ii) and must submit applications for compensation as set forth in the Local Rules.

B. Claims under 11 U.S.C. § 507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid pursuant to 3.C below:

Creditor	Type of Priority	Estimated Claim	Payment and Term
Commonwealth of Virginia *	Taxes and certain other debts	1.00	Prorata 4 months
County of Chesterfield	Taxes and certain other debts	1,600.00	Prorata 4 months
Internal Revenue Service *	Taxes and certain other debts	1.00	Prorata 4 months

C. Claims under 11 U.S.C. § 507(a)(1).

The following priority creditors will be paid prior to other priority creditors but concurrently with administrative claims above.

Creditor	Type of Priority	Estimated Claim	Payment and Term
-NONE-			

4. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.

A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 4(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 5 of the Plan.**
The following secured claims are to be "crammed down" to the following values:

Creditor	Collateral	Purchase Date	Est. Debt Bal.	Replacement Value
Capital One Auto Finance*	2014 Buick Encore 63000 miles	2/23/2015	21,536.00	13,425.00

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay under §§ 362(a) and 1301(a) as to

the interest of the debtor(s), any co-debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
-NONE-			

C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 4(D) and/or 7(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
American Credit Acceptance	2014 Chevrolet Cruze 57000 miles	90.00	
Capital One Auto Finance*	2014 Buick Encore 63000 miles	100.00	

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 7(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except those loans provided for in section 6 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation specified in sub-section A and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Payment & Est. Term</u>
American Credit Acceptance	2014 Chevrolet Cruze 57000 miles	9,000.00	5.75%	Prorata 47months
Capital One Auto Finance*	2014 Buick Encore 63000 miles	13,425.00	5.75%	Prorata 47months

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' principal residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 6 of the Plan.

5. Unsecured Claims.

- A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 3 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

B. Separately classified unsecured claims.

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
-NONE-		

6. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Principal Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).

- A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement. A default on the regular contract payments on the debtor(s) principal residence is a default under the terms of the plan.

<u>Creditor</u>	<u>Collateral</u>	Regular Contract <u>Payment</u>	Estimated Arrearage <u>Arrearage</u>	Arrearage Interest Rate <u>Interest Rate</u>	Estimated Cure Period <u>Period</u>	Monthly Arrearage Payment <u>Payment</u>
-NONE-						

- B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	Regular Contract <u>Payment</u>	Estimated Arrearage <u>Arrearage</u>	Interest Rate on <u>Arrearage</u>	Monthly Payment on Arrearage & Est. Term <u>Arrearage</u>
-NONE-					

- C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Payment & Term</u>
-NONE-				

- 7. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts, leases and/or timeshare agreements listed below.

- A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts:

<u>Creditor</u>	<u>Type of Contract</u>
-NONE-	

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor(s) agree to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	Monthly Payment for <u>Arrears</u>	<u>Estimated Cure Period</u>
-NONE-				

8. Liens Which Debtor(s) Seek to Avoid.

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Basis</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
-NONE-				

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate adversary proceedings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
-NONE-			

9. Treatment and Payment of Claims.

- All creditors must timely file a proof of claim to receive any payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the Plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- If relief from the automatic stay is ordered as to any item of collateral listed in the plan, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.
- Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in the plan.

10. Vesting of Property of the Estate. Property of the estate shall vest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not transfer, sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

11. Incurrence of indebtedness. The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, whether unsecured or secured, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

12. Nonstandard Plan Provisions

None. If "None" is checked, the rest of Part 12 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.C.

=> Notwithstanding the confirmation of this plan the debtor(s) reserve the right to challenge the allowance, validity, or enforceability of any claim in accordance with § 502(b) and to challenge the standing of any party to assert any such claim.

=> Payment of Attorney Fees and Costs - The claims for attorney fees and costs shall be paid by all funds available on first disbursement after confirmation of the plan (fees) and entry of proof of claim for actual costs (costs), and until such claims for attorney fees and costs is paid in full, except as reserved for adequate protection payments on allowed secured claims (if any), DSO claims and Trustee commissions.

=> Direct Payments on Secured Debts:

To be paid directly by debtor, co-debtor, or third party. Creditors named below whose claims are allowed will be paid directly by debtor, co-debtor, or third party in accordance with the terms of the contract and security agreement.

Creditor: Caspian Auto Motors

Collateral Description: 2005 Ford Mustang

=> Long-term debts: Since the last payment on the claims for creditors listed below are due after the day on which the final payment under the plan is due, the payments on the claim should be excluded from the plan:

Creditor(s): Dept of Ed / Navient; US Dept of Education

Dated: January 18, 2019

/s/ Paul Daniel Atkinson

Paul Daniel Atkinson

Debtor 1

/s/ Richard C. Pecoraro

Richard C. Pecoraro 48650

Debtors' Attorney

/s/ Stephanie Annette Atkinson

Stephanie Annette Atkinson

Debtor 2

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Form Plan, other than any nonstandard provisions included in Part 12.

Exhibits: **Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan**

Certificate of Service

I certify that on January 18, 2019, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Richard C. Pecoraro

Richard C. Pecoraro 48650

Signature

1700 Huguenot Road, Ste B
Midlothian, VA 23113

Address

804-464-3066

Telephone No.

CERTIFICATE OF SERVICE PURSUANT TO RULE 7004

I hereby certify that on January 18, 2019 true copies of the forgoing Chapter 13 Plan and Related Motions were served upon the following creditor(s):

- by first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P.; or
- by certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

/s/ Richard C. Pecoraro

Richard C. Pecoraro 48650

Fill in this information to identify your case:

Debtor 1	Paul Daniel Atkinson
Debtor 2 (Spouse, if filing)	Stephanie Annette Atkinson
United States Bankruptcy Court for the:	EASTERN DISTRICT OF VIRGINIA
Case number (if known)	19-30037-KRH

Check if this is:

- An amended filing
 A supplement showing postpetition chapter 13 income as of the following date:
 MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed
Occupation	AM	coordinator
Employer's name	Tuff Shed	Capital One
Employer's address	1777 S. Harrison St, Ste 600 Denver, CO 80210	1680 Capital One Drive Mc Lean, VA 22102-3407
How long employed there?	6 mos	4 yrs

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ 4,166.67	\$ 3,308.35
3. Estimate and list monthly overtime pay.	3. +\$ 0.00	+\$ 8.32
4. Calculate gross Income. Add line 2 + line 3.	4. \$ 4,166.67	\$ 3,316.67

Debtor 1 **Paul Daniel Atkinson**
 Debtor 2 **Stephanie Annette Atkinson**

Case number (if known)

19-30037-KRH

Copy line 4 here	For Debtor 1	For Debtor 2 or non-filing spouse	
4.	\$ 4,166.67	\$ 3,316.67	
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a. \$ 859.37	\$ 491.08	
5b. Mandatory contributions for retirement plans	5b. \$ 0.00	\$ 0.00	
5c. Voluntary contributions for retirement plans	5c. \$ 0.00	\$ 0.00	
5d. Required repayments of retirement fund loans	5d. \$ 0.00	\$ 48.86	
5e. Insurance	5e. \$ 153.36	\$ 506.48	
5f. Domestic support obligations	5f. \$ 0.00	\$ 0.00	
5g. Union dues	5g. \$ 0.00	\$ 0.00	
5h. Other deductions. Specify: _____	5h.+ \$ 0.00	+ \$ 0.00	
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ 1,012.73	\$ 1,046.42	
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ 3,153.94	\$ 2,270.25	
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ 0.00	\$ 0.00	
8b. Interest and dividends	8b. \$ 0.00	\$ 0.00	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ 0.00	\$ 0.00	
8d. Unemployment compensation	8d. \$ 0.00	\$ 0.00	
8e. Social Security	8e. \$ 0.00	\$ 0.00	
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$ 0.00	\$ 0.00	
8g. Pension or retirement income	8g. \$ 0.00	\$ 0.00	
8h. Other monthly income. Specify: Tax Refund (amortized)	8h.+ \$ 570.00	+ \$ 0.00	
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ 570.00	\$ 0.00	
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ 3,723.94	+ \$ 2,270.25	= \$ 5,994.19
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____	11. +\$ 0.00		
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12. \$ 5,994.19		
13. Do you expect an increase or decrease within the year after you file this form?	<input checked="" type="checkbox"/> No.		
	<input type="checkbox"/> Yes. Explain: _____		

Fill in this information to identify your case:

Debtor 1	Paul Daniel Atkinson
Debtor 2 (Spouse, if filing)	Stephanie Annette Atkinson
United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA	
Case number (If known)	19-30037-KRH

Check if this is:

- An amended filing
 A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

- No. Go to line 2.
 Yes. Does Debtor 2 live in a separate household?

No

Yes. Debtor 2 must file Official Form 106J-2, Expenses for Separate Household of Debtor 2.

2. Do you have dependents? No

Do not list Debtor 1 and
Debtor 2.

Yes.

Fill out this information for
each dependent.....

Dependent's relationship to
Debtor 1 or Debtor 2

Dependent's
age

Does dependent
live with you?

Stepdaughter

1 yr

No

Yes

Daughter

11 yrs

No

Yes

Son

16 yrs

No

Yes

Son

18 yrs

No

Yes

Daughter

24 yrs

No

Yes

3. Do your expenses include expenses of people other than yourself and your dependents? No Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental Schedule J, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on Schedule I: Your Income (Official Form 106I.)

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ **1,600.00**

Your expenses

- If not included in line 4:
- 4a. Real estate taxes
 4b. Property, homeowner's, or renter's insurance
 4c. Home maintenance, repair, and upkeep expenses
 4d. Homeowner's association or condominium dues
5. Additional mortgage payments for your residence, such as home equity loans

4a. \$	0.00
4b. \$	36.00
4c. \$	0.00
4d. \$	0.00
5. \$	0.00

Debtor 1 **Paul Daniel Atkinson**
Debtor 2 **Stephanie Annette Atkinson**

Case number (if known) **19-30037-KRH**

Debtor 1 **Paul Daniel Atkinson**
 Debtor 2 **Stephanie Annette Atkinson**

Case number (if known) **19-30037-KRH**

6. Utilities:	6a. Electricity, heat, natural gas	6a. \$ 300.00
	6b. Water, sewer, garbage collection	6b. \$ 130.00
	6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ 260.00
	6d. Other. Specify: other	6d. \$ 150.00
7. Food and housekeeping supplies	7. \$ 1,225.00	
8. Childcare and children's education costs	8. \$ 0.00	
9. Clothing, laundry, and dry cleaning	9. \$ 200.00	
10. Personal care products and services	10. \$ 85.00	
11. Medical and dental expenses	11. \$ 235.00	
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ 370.00	
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ 200.00	
14. Charitable contributions and religious donations	14. \$ 0.00	
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$ 0.00	
15b. Health insurance	15b. \$ 0.00	
15c. Vehicle insurance	15c. \$ 330.00	
15d. Other insurance. Specify:	15d. \$ 0.00	
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: Personal Property	16. \$ 48.00	
17. Installment or lease payments:		
17a. Car payments for Vehicle 1	17a. \$ 0.00	
17b. Car payments for Vehicle 2	17b. \$ 0.00	
17c. Other. Specify:	17c. \$ 0.00	
17d. Other. Specify:	17d. \$ 0.00	
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$ 0.00	
19. Other payments you make to support others who do not live with you. Specify:	\$ 0.00	
19.		
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.		
20a. Mortgages on other property	20a. \$ 0.00	
20b. Real estate taxes	20b. \$ 0.00	
20c. Property, homeowner's, or renter's insurance	20c. \$ 0.00	
20d. Maintenance, repair, and upkeep expenses	20d. \$ 0.00	
20e. Homeowner's association or condominium dues	20e. \$ 0.00	
21. Other: Specify: Misc. Expenses	21. +\$ 200.00	
22. Calculate your monthly expenses		
22a. Add lines 4 through 21.	\$ 5,369.00	
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$ 5,369.00	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ 5,369.00	
23. Calculate your monthly net income.		
23a. Copy line 12 (<i>your combined monthly income</i>) from Schedule I.	23a. \$ 5,994.19	
23b. Copy your monthly expenses from line 22c above.	23b. -\$ 5,369.00	
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$ 625.19	
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes.	Explain here: _____	

Case 19-30037-KRH

Eastern District of Virginia

Richmond

Fri Jan 18 12:49:17 EST 2019

AR Resources, Inc.

1777 Sentry Pkwy W Blue
Blue Bell, PA 19422-2206

American Credit Acceptance

961 E. Main Street
2nd Floor
Spartanburg, SC 29302-2185

CCI Callers, Inc.

501 Greene St, 3rd Fl
Suite 302
Augusta, GA 30901-4415

CJW Medical Center *

Attn: Patient Account Services
PO Box 13620
Richmond, VA 23225-8620Capital One
Attn: Bankruptcy
Po Box 30285
Salt Lake City, UT 84130-0285Capital One Auto Finance*
PO Box 50511
City of Industry, CA 91716-0511Capital One Auto Finance, a division of
AIS Portfolio Services, LP
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901Capital One Bank **
PO Box 30285
Salt Lake City, UT 84130-0285Caspian Auto Motors
3906 Jefferson Davis Highway
Stafford, VA 22554-4824(p) CHOICE RECOVERY INC
1550 OLD HENDERSON ROAD
STE 100
COLUMBUS OH 43220-3662(p) COMCAST
676 ISLAND POND RD
MANCHESTER NH 03109-4840Commonwealth of Virginia *
Dept of Tax/ Legal Unit
P.O. Box 2156
Richmond, VA 23218-2156County Waste
12230 Deer Grove Rd
Midlothian, VA 23112-4056County of Chesterfield
P.O. Box 40
Chesterfield, VA 23832-0903Credit Collection Services
725 Canton Street
Norwood, MA 02062-2679Credit Collection Srv
725 Canton Street
Norwood, MA 02062-2679Department of the Treasury
Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346Dept of Ed / Navient
Attn: Claims Dept
Po Box 9635
Wilkes Barr, PA 18773-9635Diane Grund
11519 Parrish Creek Lane
Chesterfield, VA 23832-4075(p) DIRECTV LLC
ATTN BANKRUPTCIES
PO BOX 6550
GREENWOOD VILLAGE CO 80155-6550Diversified Consultants, Inc*
PO Box 1391
Southgate, MI 48195-0391Dominion Energy
PO Box 26543
Richmond, VA 23290-0001ERC/Enhanced Recovery Corp
Attn: Bankruptcy
8014 Bayberry Road
Jacksonville, FL 32256-7412Geico Indemnity Company
One Geico Plaza
Washington, DC 20047-0001I C System Inc
Attn: Bankruptcy
Po Box 64378
St Paul, MN 55164-0378Internal Revenue Service *
PO Box 7346
Philadelphia, PA 19101-7346James River Emerg. Group, LLC
PO Box 21109
Belfast, ME 04915-4108

Kroger
Commerical Check Control
101 N. Orange Ave Ste F
West Covina, CA 91790-2087

8211 Town Center Dr
Nottingham, MD 21236-5904

2479 Edison Blvd, Unit A
Twinsburg, OH 44087-2476

NPAS
P.O. Box 99400
Louisville, KY 40269-0400

One Hampton Medical
PO Box 660827
Dallas, TX 75266-0827

Patient First*
Attention: Patient Accounts
5000 Cox Road
Glen Allen, VA 23060-9271

Portfolio Recovery
Po Box 41021
Norfolk, VA 23541-1021

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

Progressive Advanced Insurance
6300 Wilson Mills Rd, W33
Cleveland, OH 44143-2182

Progressive Leasing
265 W. Data Drive
Draper, UT 84020-0000

QVC Card
PO Box 530905
Atlanta, GA 30353-0905

(p)RCS RECOVERY SERVICES LLC
600 FAIRWAY DRIVE SUITE 108
DEERFIELD BEACH FL 33441-1806

Receivable Management
PO Box 8630
Richmond, VA 23226-0630

Receivable Management Inc
7206 Hull Rd
Ste 211
Richmond, VA 23235-0000

Scheer, Green, Burke, Co. LPA
PO Box 1312
Toledo, OH 43603-1312

Sears *
Billing Disputes
P.O. Box 6282
Sioux Falls, SD 57117-6282

Security Check
Attn: Bankruptcy Dept
2612 Jackson Ave W
Oxford, MS 38655-5405

Snap on Tools
P.O. Box 1216
Oaks, PA 19456-1216

Southside Electric
P.O. Box 17221
Wilmington, DE 19850-7221

Spencer Investment Co
5144 Centralia Rd
Richmond, VA 23237-4052

Tempoe Llc
1750 Elm St #1200
Manchester, NH 03104-2907

The CBE Group, Inc.
PO Box 126
Waterloo, IA 50704-0126

Transworld Systems
500 Virginia Dr. #514
Fort Washington, PA 19034-2707

U.S. Attorney
919 E Main Street, Suite 1900
Richmond, VA 23219-4622

US Dept of Education
Attn: Bankruptcy
Po Box 16448
Saint Paul, MN 55116-0448

US Dept of Education
Po Box 5609
Greenville, TX 75403-5609

Verizon **
404 Brock Drive
Bloomington, IL 61701-2654

Virginia Credit Union
RE Bankruptcy Dept
7500 Bouldersview Dr.
Richmond, VA 23225-4046

Virginia Urology
PO Box 1870
Cary, NC 27512-1870

(p)VIRGINIA UROLOGY
Attn: Bankruptcy Department
9101 Stony Point Drive
Richmond, VA 23235-1979

Case 19-30037-KRH Doc 14 Filed 01/18/19 Entered 01/18/19 12:52:36 Desc Main
John P. Fitzgerald, III Document Page 14 of 14 Richard C. Pecofaro
Office of the US Trustee - Region 4 -R Paul Daniel Atkinson 12701 Ashbrook Landing Ct.
701 E. Broad Street, Ste. 4304 Midlothian, VA 23114-3136 Rich Law, PLC
Richmond, VA 23219-1849 1700 Huguenot Rd.
Suite B4
Midlothian, VA 23113-2397

Stephanie Annette Atkinson Suzanne E. Wade
12701 Ashbrook Landing Ct. P.O. Box 1780
Midlothian, VA 23114-3136 Richmond, VA 23218-1780

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Choice Recovery 1550 Old Henderson Road Suite 100 Columbus, OH 43220-0000	Comcast * 8029 Corporate Drive Nottingham, MD 21236-0000	DirectTV * PO Box 9001069 Louisville, KY 40290-0000
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Portfolio Recovery Associates PO Box 12914 Norfolk, VA 23541-0000	RCS Recovery Services, LLC 600 Fairway Dr #108 Deerfield Beach, FL 33441-0000	Virginia Urology Post Office Box 79437 Baltimore, MD 21279-0437
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End of Label Matrix
Mailable recipients 64
Bypassed recipients 0
Total 64